REQUEST FOR PROPOSAL

RFP # JL053117

for

On-Call Consulting and Advisory Services

Proposal Release Date

Wednesday, May 31, 2017

Proposal Due Date

Wednesday, June 28, 2017 at 2:00 PM ET

Buyer: Joseph Lastrina
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Procurement Services
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1.0 Introduction
The University of Connecticut (hereinafter referred to as the “University”) is seeking proposals from experienced and qualified firms (hereinafter referred to as "vendor", "proposer", "bidder", “firm”, or "respondent") in pursuit of its desire to establish a contractual relationships with multiple providers of various consulting services in support of strategic goals and tactical operations. Interested parties are required to submit a proposal per the terms, conditions, requirements and specifications of this Request for Proposal (“RFP”).

2.0 Background - About UConn
The University is a Land, Sea, and Space Grant consortium institution, which occupies over 4302 acres, enrolling over 30,000 students for the academic year of 2016-2017. The total construction-related budget for fiscal year 2014 was $2.1 billion dollars and on-going initiatives include UCONN 2000 & 21st Century UConn, Next Generation Connecticut, and Bioscience Connecticut. The main campus is located in Storrs, Connecticut and regional campuses located throughout Connecticut. Regional campuses include Avery Point in Groton, Stamford, Waterbury, and Hartford. Its academic health center, UConn Health, is located in Farmington, Connecticut. The UConn School of Law is located in West Hartford, Connecticut. Detailed University demographics are available via the following link: 2017 Fact Sheet.

3.0 Scope
The University of Connecticut is seeking proposals from qualified consulting and advisory firms with demonstrated expertise in assisting public and/or doctoral research university leaders and stakeholders more effectively define, plan, support and execute its dynamic educational, research, clinical, and outreach missions. Specific services will vary based on programmatic and University needs and include, but may not be limited to: seminars and lectures covering programmatic best practices, consulting on best practices; review of policies, procedures and resulting processes; and subsequently providing recommendations for process changes to ensure compliance with state and federal regulations. Additionally, assistance may be required with the creation and design of process improvements through technology feasibility studies, change management and requirements mapping to ensure successful adoption of new technologies by University stakeholders. The aforementioned services and others will fall under various categories broadly covering strategic planning, organizational, operational, and financial optimization, regulatory compliance, research enterprise and administration, academic and educational outreach mission priorities, and student experience initiatives and campus culture needs.

The University of Connecticut anticipates that the services may be required at the following locations: Storrs, UConn Health (UCH) and Regional Campuses (Avery Point, Hartford, School of Law, Stamford and Waterbury). As University stakeholders identify critical needs in support of the University’s mission and their specific programmatic goals, a mutually agreed upon Scope of Work (SOW) may be developed and executed to define the business terms of the engagement.

It is the University’s intent to issue multiple awards across multiple categories as a result of this RFP. A summarized list of University needs are outlined in section 3.3 of the RFP. Proposers are encouraged to
seek awards in multiple categories, as appropriate. This effort is not soliciting legal services, auditing services, professional design/engineering or construction related services, or IT Project Management, Implementation, or Application Development services. Furthermore, while intended to provide industry-leading consulting and advisory expertise to University personnel, this RFP does not include staff augmentation services.

3.1 **University Stakeholders:** The University has determined that the consulting and advisory services will generally fall under the direction of the leaders of the following University Offices/Divisions:

3.1.1 **The Office of the President** ([http://president.uconn.edu/](http://president.uconn.edu/)): The Office of the President oversees the formulation and implementation of institutional strategic initiatives to help the various University divisions and departments operationalize the University’s educational, research, clinical, and outreach missions. Additionally, the Division of Athletics ([www.uconn.edu/Athletics](http://www.uconn.edu/Athletics)), with its established national pre-eminence, will require and command a corresponding level of expertise for strategic planning, positioning and value recognition as a major contributor on behalf of the University.

3.1.2 **University Communications** ([http://communications.uconn.edu/](http://communications.uconn.edu/)): University Communications serves as UConn’s marketing and public relations entity, responsible for telling the UConn story. Communications staff works in concert to protect and promote the institutional brand, illuminating the achievements of the University of Connecticut and UConn Health using a variety of channels. Together, they strive to help propel UConn on its upward trajectory as one of the nation’s premier public research universities and the premier provider of health care in Greater Hartford.

3.1.3 **The Office of the Vice President for Research, (“OVPR”)** ([http://research.uconn.edu](http://research.uconn.edu)): OVPR supports both short-term and long-term initiatives to grow UConn’s research enterprise and robust innovation pipeline. OVPR promotes single faculty investigator projects, large interdisciplinary collaborations, and partnerships with other institutions and leading industries to support high potential, university-driven initiatives and startups.

OVPR may generally require consulting and advisory services in support of operational (i.e. training, business process improvements, project management support), organizational efficiency and benchmarking) financial compliance, and federal regulatory activities, pursuant to the needs of the following areas:

3.1.3.1 Research Support & Development
3.1.3.2 Core Research Facilities
3.1.3.3 Grant Proposal Support
3.1.3.4 Effort Reporting
3.1.3.5 Sponsored Project and Financial Management
3.1.3.6 Regulatory Compliance 
3.1.3.7 Research Systems and Data Support 
3.1.3.8 Technology Commercialization 
3.1.3.9 UConn’s Technology Incubation Program 

3.1.4 The Office of the Executive Vice President for Administration & Chief Financial Officer (“EVPACFO”), (http://evpacfo.uconn.edu/): The Office of the EVPACFO works to create and maintain essential University services as well as a physical environment that robustly supports the academic and research missions of the University of Connecticut. This is accomplished through quality customer service, effective collaboration with faculty and staff and strong stewardship of the University’s financial resources. As such, the Office of the EVPACFO may require consulting and advisory services pursuant to the needs of the following areas:

3.1.4.1. Procurement Services  
3.1.4.2. University Planning, Design and Construction  
3.1.4.3. Facilities Operations and Building Services  
3.1.4.4. Public Safety  
3.1.4.5. Logistics Administration  
3.1.4.6. Human Resources (HR)  
3.1.4.7. Labor Relations  
3.1.4.9. Office of Budget and Planning  
3.1.4.10. Treasury Services  

3.1.5 The Office of the Provost (http://provost.uconn.edu/): The Provost’s office leads in the development of academic priorities for the institution and works with the faculty and administration on the appropriate distribution of University resources in the achievement of the highest standards of excellence in all areas of academic engagement. As such, the Office of the Provost may require consulting and advisory services pursuant to the needs of the following areas:

3.1.5.1 Academic Operations  
3.1.5.2 University Libraries  
3.1.5.3 Graduate Education  
3.1.5.4 Academic Affairs  
3.1.5.5 Strategic Initiatives  
3.1.5.6 Institutional Research and Effectiveness  
3.1.5.7 Excellence in Teaching and Learning  
3.1.5.8 Veterans Affairs and Military Programs  
3.1.5.9 Student Success  
3.1.5.10 The Center for Career Development
3.1.6 Division of Student Affairs ([http://studentaffairs.uconn.edu/mission/](http://studentaffairs.uconn.edu/mission/)): The Division of Student Affairs supports the educational mission of the University and enables student success through services, programs and experiences that extend learning, support health and wellness, and enhance personal development. The Division fosters an inclusive community, student engagement and active and responsible citizenship. As such, the Division of Student Affairs may require consulting and advisory services pursuant to the needs of the following areas:

3.1.6.1. Student Health Services
3.1.6.2. Off-campus student services
3.1.6.3. Recreation Services
3.1.6.4. Residential life
3.1.6.5. Student Activities
3.1.6.6. Dining Services
3.1.6.7. Center for Students with Disabilities

3.1.7 Office of the General Counsel (“OGC”) ([http://generalcounsel.uconn.edu/](http://generalcounsel.uconn.edu/)): The OGC is responsible for the coordination and management of all legal issues affecting the University. The OGC advises the Board of Trustees, the President and the University’s academic and administrative units regarding a wide range of issues, including contracts, regulatory compliance, employment law, intellectual property, student conduct and governance. The OGC works with the Connecticut Attorney General’s Office on litigation and other matters.

The goal of the OGC is to provide quality legal services promptly and effectively, and to assist in minimizing legal risks and costs efficiently, reliably and professionally while supporting the University’s missions including teaching, research and scholarship.

3.1.8 The Office for Diversity and Inclusion (“ODI”) ([http://diversity.uconn.edu/](http://diversity.uconn.edu/)): The Office for Diversity and Inclusion is committed to supporting the university’s mission to embrace diversity and cultivate leadership, integrity and engaged citizenship in our students, faculty, staff and alumni. Our mission is to ensure access and equity across all university units and to appreciate and leverage the experiences of individuals regardless of background towards the enhancement of the public good. Diversity can only be sustained and supported as an integral part of institutional excellence when it is actively promoted by the entire University community as part of a larger goal of equity, shared power and responsibility.

3.2 It should be noted that the below services are out of scope of this RFP:

3.2.1 Legal services
3.2.1.1. The provision of formal legal opinions
3.2.1.2. Representation before a formal proceeding of a regulating government body or a judicial body
3.2.1.3. Drafting of a University contract without review by the State Attorney General, to the extent such review is required under State procedures

3.2 Auditing services: Specifically attest services including audits and reviews where a formal opinion is issued.

3.2.3 Professional design/engineering or construction related services: Any services related to facilities design, space allocation/use, or capital projects and construction.

3.2.4 IT Project Management and Implementation related services: Project management, software licensing, implementation services, and support pertaining to IT software and hardware, full-service web and application development, or programming.

3.2.5 Staff Augmentation Services: While intended to provide industry-leading consulting expertise and support to University personnel for various engagements, this RFP does not include staff augmentation.

3.3 Respondents shall submit proposal seeking an award in one or more of the below categories. A line-by-line response to each example outlined within the category selected is required and shall be included within the Respondent’s Technical Proposal required pursuant to section 5.5.4. If your organization does not have experience with, or a service available for a line item, simply state “no relevant experience” or “no service available”, with a brief explanation.

3.3.1 Category 1, Institutional Strategic Initiatives: In support of the ever-changing and dynamic nature of the many components that make up the University of Connecticut, The Office of the President may facilitate engagements that impact the University at an institutional level vs. a Divisional/Departmental request that will be facilitated through that particular area’s leader. Additionally, the Division of Athletics and University Communications participate in, coordinate, and manage high visibility activities that affect the University’s presence, brand perception, mindshare, and messaging throughout the public and/or doctoral research university space. Some needs may include:

3.3.1.0 For The Office of the President:
   3.3.1.0.1 Analyzing the University’s operational structure, processes and spending at both strategic and tactical levels.
   3.3.1.0.2 Identifying areas for optimal return on investment (ROI) that can reduce costs/increase revenues.
   3.3.1.0.3 Related activities pertaining to Institution-wide initiatives.

3.3.1.1 For the University’s premier Athletic program:
3.3.1.1 Providing strategic communications services and public relations expertise to assist with messaging including around any high priority and high visibility issues that may arise that could potentially impact the University’s/Athletic program’s image or credibility.

3.3.1.2 Development of communications templates and materials for staff use for Social Media and other outlets, as appropriate.

3.3.1.3 Assisting with activities that encompass Athletics program strategic positioning versus peer schools, including but not limited to proposal preparation.

3.3.1.4 Reviewing the University’s Athletics program brand and marketing strategies from both an internal and external perspective (versus peer schools in the marketplace) and providing findings with actionable recommendations.

3.3.1.5 Analyzing and benchmarking the value of the Athletics program and brand from both an internal and external perspective (versus peer schools in the marketplace).

3.3.1.6 Assisting with the implementation of any recommendations resulting from Athletics program, branding, and marketing reviews and analyses.

3.3.1.2 For University Communications, the fulfillment of the following additional services pertaining to the UConn Health:

3.3.1.2.1 Reviewing UConn Health’s brand and positioning versus peer academic medical schools and other higher education institutions in the marketplace.

3.3.1.2.2 Conducting specialized research to determine consumer perceptions of UConn Health and its offerings, including but not limited to sentiment analysis, emotional response modeling, and survey research.

3.3.1.2.3 Developing strategies to help differentiate UConn Health’s clinical program and product lines versus peer academic medical schools and other higher education institutions in the marketplace.

3.3.1.2.4 Assisting UConn Health in operationalizing strategies to promote desired outcomes pertaining to Healthcare education marketing. This may include drafting marketing content for websites, brochures, and other channels.

3.3.2 Category 2, Organizational, Operational, and Financial Optimization: The Office of the EVPACFO, will generally define Organizational, Operational, and Financial Optimization engagements. The Office of the Provost, OVPR, Division of Athletics, OGC, Student Affairs, the Controller’s Office and ODI anticipate future needs in this category. Organizational, Operational, and Financial Optimization engagements include assistance.
with organization strategy and development, organizational alignment, program design, and various workforce management services. These broad services may also include assistance with University-wide critical finance operational and planning activities. On-call consulting when assisting with Organizational, Operational, and Financial Optimization, may include, but not be limited to the following examples:

3.3.2.0 Assisting with engagements focused on cost reduction, program design, revenue enhancement, process efficiency and service improvement across various operational groups and administrative functions within the University.

3.3.2.1 Conducting primary research, including stakeholder interviews, site evaluations, benchmarking studies of peer institutions, surveys, and other primary research methodologies.

3.3.2.2 Analyzing and critiquing executive effectiveness. This may include but not be limited to 360-degree performance reviews or other industry-leading techniques.

3.3.2.3 Providing coaching and leadership development for executives, department heads, and regional campus directors.

3.3.2.4 Developing succession planning strategies

3.3.2.5 Developing organization design and re-organization strategies

3.3.2.6 Benchmarking organizational, program, and departmental design including staff size and job roles versus the University’s peer institutions.

3.3.2.7 Developing business cases, conducting financial analyses and creating cost projections

3.3.2.8 Developing and evaluating programmatic budgets.

3.3.2.9 Compiling supporting documentation (e.g. schemas) to support business analyses.

3.3.2.10 Review and assistance with operational cost allocation methodologies.

3.3.2.11 Assistance with operationalizing cost allocations.

3.3.2.12 Compilation and the development of business, functional and technical requirements. Developing design, development, business process redesign, functional and operational metric and key performance indicator creation, change management and transition planning for proposed operational strategies.

3.3.2.13 Designing people and workforce strategies aimed at organizational performance improvement. This may include strategies pertaining to all stages of the employee lifecycle from employee recruitment, ongoing performance management to employee retirement, and cross-campus employment.

3.3.2.14 Developing new job description content and revising existing roles to both meet the University’s specific needs and align with industry standards for the appropriate profession as appropriate.
3.3.2.15 Providing recommendations and benchmarking services for salary and compensation packages, including health and welfare insurance contracts for specific job titles and various classifications of employees.

3.3.2.16 Review and analysis of available technology solutions in the marketplace, as needed.

3.3.2.17 Provide market segment defined expertise for strategic procurement initiatives.

3.3.2.18 Providing advice and industry insight regarding cost drivers, including approaches to lowering expenses and mitigating costs. This may include niche markets such as telecom technologies, for example.

3.3.2.19 Development of training materials.

3.3.2.20 Provision of post-implementation provider training.

3.3.2.21 Non-attest services and consulting best practices within government and education for services including:
   3.3.2.21.1 Assistance with the interpretation and implementation of GASB and other accounting standards.
   3.3.2.21.2 Advisory risk services including due diligence, internal control assessments, and provision of data analytics.
   3.3.2.21.3 Advice and guidance with respect to global operations (e.g. interpretation of foreign tax laws, labor laws, and registration requirements).
   3.3.2.21.4 Advice and guidance with respect to domestic labor laws such as FLSA payment analysis.

3.3.2.22 For the Payroll Office, feasibility studies on implementing technology improvements such as electronic form I-9s.

3.3.2.23 Assistance with documenting timekeeping needs that are not currently met by the state of Connecticut payroll system, Core-CT.

3.3.2.24 Assessment of Payment Card Industry (PCI) compliance for the Bursar’s office.

3.3.2.25 Assisting the Bursar’s office with interpretation of federal aid regulations pertaining to student financial aid.

3.3.2.26 Related activities as it may pertain to the category of organizational, operational, and financial optimization.

3.3.3 Category 3, Research Administration, Development, and Compliance: OVPR and the Office of the Provost may generally define requirements for Research Administration, Development and Compliance engagements. On-Call Consulting activities when assisting with Research Administration, Development, and Compliance activities, may include, but not be limited to:

3.3.3.0 Assisting with the implementation of or improving the business processes for federal regulatory requirements in the proper administration of the University’s research and sponsored programs enterprise.

3.3.3.1 The administration and financial management of sponsored awards.
3.3.3.2 The interpretation and implementation of new or existing regulatory requirements or sponsor (Federal, State and private) regulations and guidelines as it pertains to the proper management and conduct of university research.

3.3.3.3 Compliance with applicable federal statutes, regulations and guidelines as it pertains to the administration and conduct of research and sponsored activities.

3.3.3.4 The support of research, regulatory, and sponsored program related business processes, small scale system delivery and implementation and change management activities that include but are not limited to the improvement and streamlining of policies, procedures and practices, needs assessments, benchmarking analyses, institutional and operational reviews, organization reviews, technology and system reviews, program design and implementation, and related activities (e.g. facilitation/management of conflict of interest or export control oversight activities).

3.3.3.5 Facilities & Administration Rates, including but not limited to proposal preparation and review, rate studies, rate negotiations, and related activities.

3.3.3.6 Providing training sessions, workshops, or materials as it may pertain to research development, regulatory, and sponsored program administration such as grants management, effort reporting, grant-writing, proposal development, financial and regulatory activities (i.e., export controls, conflicts of interest, environmental and health safety, IACUC, and IRB) compliance.

3.3.3.7 Reviewing biosafety standards to ensure the safety of human subjects, animal subjects, University personnel, the environment, and laboratory and workspaces.

3.3.3.8 Following review processes, recommending appropriate biosafety management standards to minimize the risks associated with biological materials.

3.3.3.9 Providing external IRB support for regulatory and ethics reviews related to research activities involving human subjects.

3.3.3.10 Providing external IACUC support for regulatory and ethics reviews related to research activities involving animal subjects.

3.3.3.11 Providing external IBC support for regulatory and ethics reviews related to research activities involving biological materials.

3.3.3.12 Providing external support and subject area expertise on grant proposals and reviews at the individual/investigator, university, department, college/school, institutional level.

3.3.3.13 Researching and identifying both public and private grant opportunities, based on institutional and faculty capabilities and strengths.

3.3.3.14 Developing proposals and assisting staff and faculty with complex proposal submissions.

3.3.3.15 Providing expert guidance and knowledge-based support to University staff in the areas of research, regulatory, and sponsored program administration such as, grants management, effort reporting, financial and regulatory practices, as well as technology (system and software) solicitations.

3.3.3.16 The execution of related activities, phases, and milestones as it may pertain to any consulting recommendations.
3.3.3.17 Related activities as it may pertain to the administration, organization review and compliance of research and sponsored activities at the University.

3.3.4 **Category 4 Academic Services:** Academic services consist of consulting needs that generally relate to the purview of the Office of the Provost. This may include services with direct impact on student academic and career success. On-Call consulting activities while assisting with Academic services, may include, but not be limited to:

3.3.4.0 Reviewing academic programs to measure their overall quality, effectiveness, and marketability
3.3.4.1 Providing analyses, reviews, and recommendations related to student recruitment, enrollment, and retention metrics. This may include, but not be limited to, peer benchmarking and analyses of the effects of factors such tuition cost on recruitment and retention, for example.
3.3.4.2 Researching and identifying relevant partners engaged in technology, manufacturing or related industries
3.3.4.3 Developing and recommending communication and engagement strategies for target industry partners
3.3.4.4 As needed, directly contacting target companies to gauge interest and obtain contact information for an appropriate liaison person.
3.3.4.5 Related activities as it may pertain to Academic Services at the University.

3.3.5 **Category 5 Student Experience and Campus Culture:** The Student Experience and Campus Culture category consists of consulting needs that relate to needs of the Division of Student Affairs, ODI, and other departments across campus and will include services that may help the University ensure and support student academic and career success, health and wellness, inclusive community development, student engagement and active and responsible citizenship from the student body. These services may include but not be limited to:

3.3.5.0 Conducting assessments and providing recommendations for health-related programs and services supported by Student Affairs such as Counseling and Mental Health Services
3.3.5.1 Working with the Director of Fraternity and Sorority Life and staff to develop program models that align with the Division and University’s missions.
3.3.5.2 Assessing students’ foundational understanding of the key behaviors required to create a diverse and inclusive working and learning environment
3.3.5.3 Designing and implementing both formal and informal programs aimed at students to further their understanding of industry leading Diversity and Inclusion practices, mitigate bias, and improve relationship management with the University community, which includes faculty, staff, and other students. This may include student-to-student mentoring/coaching programs or other approaches.
3.3.5.4 Designing and implementing both formal and informal programs aimed at faculty and staff to promote their understanding of industry leading Diversity and Inclusion
practices, mitigate bias, and improve relationship management with the University community, which includes faculty, staff, and other students.

3.3.5.5 Provide cost analysis and make recommendations regarding Dining Services food preparation and sourcing practices

3.3.5.6 Define metrics to measure the cost-effectiveness of Dining Services from an operational perspective.

3.3.5.7 Provide benchmark reporting and market analysis on the operational effectiveness of University of Connecticut Dining Services versus peer institutions and food service contractors.

3.3.5.8 Provide guidance on effective development and implementation of policies and procedures to ensure institutional compliance with current disability rights standards, including but not limited to the ADA Accessibility Guidelines (ADAAG) and Section 504 of the Rehabilitation Act

3.3.5.9 Provide guidance on effective development and implementation of policies and procedures to ensure institutional compliance with current disability rights standards pertaining to Electronic and Information Technology, including but not limited to ADA Section 508.

3.3.5.10 Review of institutional Electronic and Information Technology practices to ensure compliance with applicable disability rights standards, including but not limited to ADA Section 508. This may include the review and subsequent recommendations for web/platform content and design, as needed.

3.3.5.11 Related activities as it may pertain to Student Experience and Campus Culture at the University.

3.3.6 **Category 6 General Services:** General Services consist of consulting activities that may be broadly applicable to the efforts of various divisions and departments. This may include meeting and workshop/workgroup facilitation, documentation management, and related activities. On-Call Consulting activities when assisting with agency documentation, including both federal and state, may include, but not be limited to:

3.3.6.0 Facilitating stakeholder and end user meetings and workgroups.

3.3.6.1 Developing meeting and workgroup agendas, goals and objectives for series of meetings, timelines and determining appropriate attendees.

3.3.6.2 Managing meeting and workgroup communications and the distribution of information.

3.3.6.3 Facilitating and leading meetings with end users and stakeholders for the development of agency documentation.

3.3.6.4 Compiling end user and stakeholder information for the development of agency documentation.

3.3.6.5 Reviewing submittals and responses to agency requests and providing recommendations to appropriate stakeholders.

3.3.6.6 Submitting or supporting submittal of agency documentation on the behalf of the University and its stakeholders.

3.3.6.7 Providing financial projections and cost analysis for agency documentation.
3.3.6.8 Utilizing a variety of data collection techniques, performing custom qualitative and quantitative survey research, market studies, and demand studies to support various Divisional and Departmental efforts.
3.3.6.9 Related activities as may be required.

3.4 Contract Term: The term of any Agreement resulting from this RFP shall be for three (3) years from the date of execution, with two options for the University to extend the Agreement for two additional one (1) year terms or parts thereof. Said options shall only be exercised upon satisfactory performance and at the University’s sole discretion.

3.5 Non-exclusivity: Any Agreement awarded as a result of this RFP process is NOT intended to be an exclusive Agreement for any such services specified herein. As such, the University shall reserve the right to issue supplemental RFPs and execute contracts for any related services if deemed to be in its own best interest.

3.6 Proposer Qualifications
3.6.1 Throughout the point-by-point response to section 3, Respondents should describe their direct relevant experience in working with government, public sector, and/or higher education clients for each category of services in which they are bidding, as this experience is highly preferred and required to support the University’s various needs.
3.6.2 Respondents must be prepared to provide any evidence of experience, performance and/or financial surety that the University deems necessary to fully establish the performance capabilities represented in the Respondent’s offer.
3.6.3 The University will reject any offer and void any award resulting from this solicitation to a firm who makes any material misrepresentation in their submittal.

3.7. Travel Expenses: Unless invoiced as part of the compensation associated with “fully-loaded” rates for an SOW Service, travel expenses will be paid upon acceptance of itemized invoices and expense receipts in accordance with the University’s travel policies in effect at the time the expense is incurred. Please navigate to the following link to review the University’s current travel policies: http://travel.uconn.edu.

3.8. Pricing and Compensation Models: The University recognizes that consultant and advisory firms may employ various and differential pricing and compensation models for the variety of services offered. As such, Respondents may provide pricing proposals to the University in one or more of the formats as outlined below and in Appendix A.
3.8.1 SOW Services: Respondents may complete the tab titled “SOW Services” located in Appendix A to provide proposed roles, descriptions of the roles and responsibilities, and proposed hourly rates for services that may be performed pursuant to the Agreement(s) being awarded as a result of this RFP. Hourly rates provided should include both “fully-loaded rates”, covering the cost of the service, including any travel expenses, and “base rates”, covering the cost to deliver the service, excluding any travel expenses. The provided rates shall be used as a basis for developing pricing quotations for Scopes of
Work (SOWs). The University reserves the right to negotiate an SOW with the Contractor for services on a time and materials basis or for a fixed-fee, lump sum.

3.8.2 Prepackaged Services: If prepackaged services or subscription-based services are being proposed (e.g. queued range of standard offerings such as workshops, seminars or any such similar services), Respondent must outline the product/service name, a description of what is included, the fee amount, what services and materials are covered by the fee, and any other additional notes/assumptions relevant to the provision of that service.

3.8.3 Monthly Retainer Services: Respondent may provide retainer pricing for their services and/or related deliverables. In the tab titled “Monthly Retainer Services”, please outline the product/service name, a description of what is included, and the fee amount. Please note the requirement to provide any assumptions made related to the provision of the service in the spreadsheet.

4.0 Instructions to Proposers

4.1 RFP Schedule

<table>
<thead>
<tr>
<th>RFP SCHEDULE</th>
<th>DUE DATES*</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issue/Release</td>
<td>Wednesday, May 31, 2017</td>
</tr>
<tr>
<td>Deadline for Written Inquiries</td>
<td>Wednesday, June 7, 2017</td>
</tr>
<tr>
<td>Response to Proposer Inquiries</td>
<td>Wednesday, June 14, 2017</td>
</tr>
<tr>
<td>Proposal Due Date &amp; Time</td>
<td>Wednesday, June 28, 2017</td>
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<tr>
<td>Anticipated Award Date</td>
<td>July / August 2017</td>
</tr>
<tr>
<td>Target Contract Service Commencement</td>
<td>Upon contract execution, as required</td>
</tr>
</tbody>
</table>

*Subject to change as deemed necessary by the University.

4.2 Point of Contact: All communications and/or inquiries regarding this RFP must be directed to the contact person identified below in Section 4.2.1. All questions must be submitted in writing using the Procurement Professional’s email address no later than Deadline for Written Inquiries date listed above in Section 4.1.

4.2.1 Joseph Lastrina
University of Connecticut
Procurement Services
3 Discovery Drive, Unit 6076
Storrs, CT 06269-6076
E-mail: joseph.lastrina@uconn.edu

4.3 Communications: Upon formal issuance of a RFP, the University and Proposer(s) will cease all informal communications relevant to the RFP and assume a formal, in writing, communication posture until a binding contractual agreement is executed with the selected Proposer(s), all other Proposers have been notified as to their RFP status, or when the University formally rejects all proposals and cancels the RFP process. Failure to adhere this provision may result in a Proposer being declared ineligible, proposal rejection, or RFP cancellation. The University will
not respond to any request for clarification received after the Deadline for Proposer Questions has expired with Section 4.1.

4.3.1 Under no circumstances, may any proposer or its representative contact any employee or representative of the University regarding this RFP prior to the closing date, other than as provided in Section 5.2.1. Strict adherence to this important procedural safeguard is required and appreciated. Any violation of this condition may result in proposer being considered as non-compliant and ineligible for award.

4.4 Addenda: Addenda are issued in response to Proposer questions and/or University clarifications and revisions to the RFP. Addenda are incorporated into the RFP and may be incorporated along with the RFP into any resulting contract. The University is solely responsible to post addenda on the University of Connecticut Procurement Services website at http://purchasing.uconn.edu/bid-opportunities-2/ and the State of Connecticut Department of Administrative Services’ Procurement website at http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2. The Proposer is solely responsible to obtain/retrieve addenda from either website. Failure of a Proposer to retrieve any addendum shall not relieve the Proposer of any responsibility for complying with the terms thereof. All addenda must be signed by an authorized representative of the Proposer and returned with the proposal. Failure to sign and return any and all addenda may be grounds for rejection of the proposal response. Further, addenda must be acknowledged on the Form of Proposal, Section 8.0.

4.5 Pre-Proposal Conference: A pre-proposal conference will not be held for this business opportunity.

4.6 Campus Visitor Parking: Campus parking is strictly regulated and violations are subject to monetary fines. Visitors must park only in areas specifically designated for general public parking (signed, paved, and lined parking areas and/or parking garage). Detailed parking information is available at the following links:

4.6.1 UCONN Parking Services (Main and Regional Campuses)
4.6.2 UCONN Health Public Safety, Farmington, CT

4.7 On-Site Accommodations: If a Proposer requires on-site accommodations, the University recommends visitors stay on campus at the Nathan Hale Inn. This facility provides parking, complimentary access to the campus shuttle, and may provide preferred rates for long term stays. Contact information is available at the following link: www.nathanhaleinn.com.

4.8 Proposal Selection Evaluation Criteria: All proposals will be evaluated by a selection committee, using the specific evaluation criteria listed in the table below. Each criterion has been assigned a point value. The evaluation committee will conduct a comprehensive review and analysis of the received proposals and recommend which proposals are the most advantageous to the needs of the University. The University reserves the right to award multiple contracts as a result of this RFP.
## Evaluation Criteria

<table>
<thead>
<tr>
<th>Relevant Experience and Quality of Overall Offering</th>
<th>Weight</th>
</tr>
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<tbody>
<tr>
<td>• Respondent’s proposal demonstrates, in the sole opinion of the University, they are qualified to provide the requisite services.</td>
<td>70 Points</td>
</tr>
<tr>
<td>• Respondent’s proposal meets the technical and functional requirements within the category for which they are seeking an award, as outlined in the RFP.</td>
<td></td>
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<table>
<thead>
<tr>
<th>References / Demonstrated History of Success</th>
<th></th>
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<tbody>
<tr>
<td>• Proposer's experience, capabilities, and performance as verified by references provided by the Respondent and those identified by the University.</td>
<td>10 Points</td>
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<table>
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<tr>
<th>Pricing and Compensation</th>
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<tbody>
<tr>
<td>• Overall fairness of pricing and compensation models submitted in response to Appendix A.</td>
<td>20 Points</td>
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</table>

**TOTAL POINTS AVAILABLE:** 100 POINTS

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### 5.0 Submission Instructions

5.1 **RFP Due Date and Time:** Proposals are due on **June 28, 2017 at 2:00pm (ET)**. Any proposal received after the stated due date and time will be rejected and may be returned to the Proposer upon their request and at their expense. Facsimile, emailed, or unsealed proposals will not be accepted under any circumstances.

5.2 **Deliver to Address:** For deliver to instructions, please reference Section 4.2.

5.3 **Sealed Proposals:** Proposals must be submitted, in a media format as identified below in Section 5.4, in a SEALED envelope or carton, clearly marked with the label below and the name and address of the Proposer. Hard copies will not be accepted.

5.4 **Proposal Media:** Enclose an electronic version of the original proposal compiled in Portable Document Format (.pdf) with accompanying Excel templates (.xlsx) on a CD, DVD or USB flash drive.

5.5 **Proposal Submittal Format:** Provide proposal documentation in PDF (except for response templates which should be provided in native file format) format, clearly bookmarked in accordance with the designations. The contents of the proposal shall be separated into folders, one for each of the following: Technical Proposal; Financial Proposal; Organization and Management Proposal; and Appendices / Required Forms. The Letter of Transmittal, Form of Proposal, and Executive Summary may be submitted as standalone files.

5.5.1 **Letter of Transmittal:** Provide a summary of what is being proposed, including the categories within which the Respondent is seeking an award.

5.5.2 **FORM OF PROPOSAL:** (See Section 8.0)

5.5.3 **Executive Summary:** Provide a summary of the important points of the proposal and key benefits of being selected as an Awardee, including but not
limited to highlighting the categories within which your proposal is seeking an award in.

5.5.4 **Technical Proposal:** Provide a detailed description of the activity or work output, the means of accomplishing the work, and how the work will be performed, demonstrating an overall understanding of the required effort in relation to the Scope and Specifications outlined in section 3 and Appendix A. Your Technical Proposal must include:
- 5.5.4.1 A complete response to Appendix B;
- 5.5.4.2 A detailed narrative clearly addressing of all content outlined in Section 3, Scope; and
- 5.5.4.3 Resumes / CV’s of the proposed team and project staff resources.

5.5.5 **Organization and Management Proposal:** Provide a detailed description of how the project will be organized, scheduled, managed, tracked and reported covering the following areas:
- 5.5.5.1 Management Policies (which should include but not be limited to how account managers are supervised and report in to the company, how issues are escalated, what kind of management check-ins are done with the account, whether there are quarterly or annual business reviews, and related policies as it pertains to the overall management of the account and the interactions between the client, account management staff and management of the company. The availability of policies will vary according to the structure of the company, their documentation and their policies and procedures).
- 5.5.5.2 Company Organization (organizational chart).
- 5.5.5.3 Key Personnel: Please provide a complete list of staff who would be assigned to the University’s account if your firm is identified as the successful Proposer.
- 5.5.5.4 Work Breakdown Schedule (basis for organizing, scheduling, reporting, tracking and managing projects within the company).

5.5.6 **Financial Proposal:** Proposers shall include a separate Financial Proposal which addresses the following:
- 5.5.6.1 A complete response to Appendix A, Cost Proposal Response Template which must include a response to at least one of the following worksheets contained within: Prepackaged Services; Monthly Retainer Services; and SOW Services.

5.5.7 **Appendices/Required Forms:**
- 5.5.7.1 Similar Contracts: Provide a list of clients within the past five (5) years that are of similar size and scope as to that of the University.
- 5.5.7.2 Client References (Appendix E): Provide a minimum of three (3) client references for accounts listed in Section 5.5.7.1 above. Client references should be able to verify accuracy of assertions made by the Vendor.
- 5.5.7.3 Form 1 Gift and Campaign Contribution Certification (See Section 5.6.1)
5.5.7.4 Form 5 Consulting Agreement Affidavit (See Section 5.6.2)
5.5.7.5 Bidder Contract Compliance Monitoring Report (See Section 5.6.5)
5.5.7.6 Vendor Code of Conduct Acknowledgement of Receipt (See Section 6.20)
5.5.7.7 Non-Discrimination Certification (See Section 5.6.6)
5.5.7.8 SEEC Form 10 Acknowledgement of Receipt (See Section 5.6.7)
5.5.7.9 CT Economic Impact Form (See Section 5.6.8)
5.5.7.10 Non-Collusion Affidavit (See Section 5.6.9)
5.5.7.11 Governor Jodi M. Rell Ethics Memo Acknowledgement of Receipt (See Section 5.6.10)
5.5.7.12 Company Profile (Appendix C).

5.6 Ethics Affidavits and Certifications for State of Connecticut Contracts: The State of Connecticut Office of Policy and Management requires Proposers to submit the following state contracting forms when contracting with state agencies. By submitting a proposal in response to this RFP, bidder agrees to comply with, and execute, these mandatory, non-negotiable forms at the time of contract execution.

5.6.1 Form 1 Gift and Campaign Contribution Certification: This certification accompanies a proposal for the purchase of goods or services with a value of $50,000 or more in a calendar or fiscal year. Click the hyperlink of the desired format below to download form. Complete and submit.

5.6.2 Form 5 Consulting Agreement Affidavit: This affidavit accompanies a proposal for the purchase of goods or services with a value of $50,000 or more in a calendar or fiscal year. Click the hyperlink of the desired format below to download form. Complete and submit.

5.6.3 Form 6 Affirmation of Receipt of State Ethics Law Summary: This affirmation accompanies a large State construction contract or a large State procurement contract with a cost of more than $500,000. Form 6 is normally submitted by the contractor to the awarding State agency with the bid or proposal. When applicable, Form 6 is also used by a subcontractor or consultant of the contractor. The subcontractor or consultant submits the form to the contractor, who then submits it to the awarding State agency. Click the desired file format below to download form. Complete and submit.

5.6.4 Form 7 Iran Certification: This certification accompanies a large State construction contract or a large State procurement contract with a cost of more
than $500,000. This form must always be submitted with the proposal, or if there was no RFP process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form. Click the desired file format hyperlink format below to download form. Complete and submit.

5.6.4.1 Form 7 Adobe.pdf  Form 7 Word.doc

5.6.5 BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the proposal for this contract. The University and the Commission on Human Rights and Opportunities will use the information contained to determine the Proposers compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and Proposer’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract. Click the hyperlink below to download form. Complete and submit.

5.6.5.1 Notification to Bidders/Contract Compliance Monitoring Report

5.6.6 Non-Discrimination Certification: Under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, a contractor must provide an awarding State agency with written representation or documentation that certifies the contractor complies with the State's nondiscrimination agreements and warranties prior to the award of a contract. There are five different certification forms one of which must be submitted in electronically with proposal. Form links are listed below and a detailed explanation of forms including definitions and exemptions can be found at the following link: Non-Discrimination Certifications. Complete and submit relevant form (A-E).

5.6.6.1 http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928

5.6.7 SEEC Form 10 Acknowledgement of Receipt: Complete and submit.

5.6.7.1 SEEC FORM 10 Acknowledgement of Receipt

5.6.8 Connecticut Economic Impact Form:

5.6.8.1 Connecticut Economic Impact Form
5.6.9 **Non-Collusion Affidavit**

Please refer to Appendix D to secure this form.

5.6.10 **Governor Jodi M. Rell Ethics Memo**

Please refer to Appendix G to view this document.

### 6.0 Standard RFP Requirements

#### 6.1 Definitions

6.1.1 “Request for Proposals (RFP)” means all documents, whether attached or incorporated by reference, utilized for soliciting proposals. Awards made as a result of an RFP shall be based upon “Competitive Negotiation”.

6.1.2 "Competitive negotiation" means a procedure for contracting for supplies, materials, equipment or contractual services, in which proposals are solicited from qualified suppliers by a request for proposals, and changes may be negotiated in proposals and prices after being submitted.

6.1.3 “Addenda” means written and/or graphic instructions issued by the University subsequent to the receipt of proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.

6.1.4 "Proposer" means a person, firm or corporation submitting a proposal in response to a Request for Proposal.

6.1.5 “Contractor” means any business that is awarded, or is a subcontractor under, a contract or an amendment to a contract with a state contracting agency under statutes and regulations concerning procurement, including, but not limited to, a small contractor, minority business enterprise, an individual with a disability, as defined in section 4a-60, or an organization providing products and services by persons with disabilities.

6.1.6 “Informal communications” means any communication method other than written emails to the Point of Contact Person identified for this RFP.

6.1.7 “Non-Acceptance of Proposal” means another proposal was deemed more advantageous to the University or that all proposals were rejected.

6.1.8 “Offer” or “Proposal” means the Proposer’s response to this Request for Proposal.

6.1.9 “Services” shall mean all services described within the scope of this RFP.

6.1.10 “Agreement” shall mean the contract issued as a result of this Request for Proposal.

6.1.11 “CT-based Businesses” shall be a firm that is: (i) a business entity organized, headquartered and operating in the State of Connecticut for at least one year prior to the date of bid submission; or (ii) a business entity that is authorized to do business in Connecticut, maintains an operating location in Connecticut, and
has generated over 50% of its annual gross revenues each year, over the past five (5) years prior to the date of bid submission, from work on projects located in Connecticut.

6.1.12 “Joint Venture” in this sourcing context refers to firms that may have familiarity within particular areas but may not be subject matter experts in all necessary areas; therefore, the University welcomes joint venture proposals. Please see paragraph 3.13 for specific requirement(s) related to joint venture proposals.

6.1.13 “SBE/MBE Firm” shall refer to a certified Small Business Enterprise/Minority Business Enterprise firm that meets the qualifications as determined by legislation, Connecticut General Statute 4a-60g (Supplier Diversity Statue) as amended by Public Act 11-229.

6.1.14 “University” or “UConn” or a pronoun used in its place shall mean the University of Connecticut main campus at Storrs, Connecticut as well as its regional campuses and the Cooperative Extension Offices.

6.1.15 “UConn Health” or “UCH” shall mean University of Connecticut Health and its affiliates.

6.2 Proposal Understanding: Proposers must demonstrate: an understanding of the statement of work (SOW), the ability to accomplish the tasks set forth; and must include information that will enable the University to determine the proposer's overall qualifications.

6.3 Rendering of Products and Services: Each Proposer must respond to, and be capable of, supplying all products and services outlined in the RFP specification.

6.4 Expiration of Proposals: Proposals shall remain in effect from the RFP due date and time for a minimum period of no less than 180 days.

6.5 RFP Acceptance/Rejection: The University reserves the right to cancel this solicitation, to reject any or all proposals received (or any part thereof without penalty), to waive informalities or irregularities and to award a contract not based solely on the lowest cost, but based on a Proposal which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is most advantageous to the University. Firms subject to Non-Acceptance of Proposal shall be notified after a binding contractual agreement between the University and the selected Proposer exists or after the University has rejected all proposals.

6.6 Modified Proposals: Modified proposals may be submitted up to the due date and time designated for receipt of proposals provided they conform to these terms and conditions.

6.7 Pricing:

6.7.1 All prices offered in response to this RFP shall remain fixed for the term of the contract, inclusive of extension options.
6.8 **Sales Tax Exemption**: In accordance Conn. Gen. Stat. §12-412(1) (A), the University is exempt from local, state, and federal excise taxes.

6.9 **Independent Price Determination**: Proposer warrants, represents, and certifies that:

   6.9.1 The proposed costs have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.

   6.9.2 Unless otherwise required by law, the proposed costs have not been knowingly disclosed by the Proposer on a prior basis directly or indirectly to any other.

   6.9.3 No attempt has been made, or will be made, by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

6.10 **Review of References**: The Proposer is required to provide references from customers who are of comparable size and scope as to the University. The University is particularly interested in references that are institutions of higher education. The University reserves the right to evaluate references via email, conference call, or through the general consideration of their relevancy. If the University determines its approach to evaluating references shall be based on their relevancy, such determination shall be made in the University’s sole opinion.

6.11 **Good Faith Negotiation**: If the University and selected Proposer(s) are unable to reach a mutually agreeable contract, the University reserves the right to abandon negotiations and commence negotiations with the second highest ranked Proposer. The University will be the sole judge of the suitability of the proposed Agreement(s).

6.12 **Incorporation of Proposal**: Proposals submitted in response to this RFP may, at the University’s sole discretion, be incorporated into the executed contract.

6.13 **“NO SUBSTITUTE”**: Unless qualified by the provision “NO SUBSTITUTE”, the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict proposers to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which proposals are submitted must be of the same or better character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting a proposal on a commodity other than as specified, proposer shall furnish complete data and identification with respect to the alternate commodity bidder proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the State. If the proposer does not indicate that the commodity he/she proposes to furnish is other than specified, it will be construed to mean that the proposer proposes to furnish the exact commodity described. Any
substitutions must meet or exceed all specification requirements and must receive approval in writing from the appropriate party at the University prior to any order being filled.

6.14 Ownership of Samples: Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP or submitted in pursuit of a contract award shall be the sole property of the University unless otherwise stated in the contract or otherwise.

6.14.1 The quality of accepted samples does not supersede the specifications for quality in the RFP unless the sample is superior in quality and is identified as an alternative to the product/service requested. All deliveries shall have at least the same quality as the accepted sample.

6.14.2 Samples shall be furnished free of charge. Proposer must indicate if return of any sample is desired. The University shall comply with such request provided samples are returned at Proposer’s sole cost and expense, FOB Proposer’s destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

6.15 Proposal Preparation: The University will assume no cost for proposal preparation and/or submission. All costs will be borne at Proposer’s expense.

6.16 Confidential Information: The University treats Proposals as confidential until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a Proposer wishes to supply any information, which it believes is exempt from disclosure under the Act, said Proposer should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the Proposer’s own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the Proposer in connection with its proposal.

6.17 Freedom of Information: While the University may be willing to agree not to disclose the information proactively, the University is subject to the Connecticut Freedom of Information Act, found in Chapter 14 of the Connecticut General Statutes, which may require disclosure, should the document be requested with limited exceptions. Two such exceptions that might apply are as follows: (1) Conn. Gen. Stat. sec. 1-210(b)(24) permits the University to withhold records related to the procurement process while bidding and contract negotiations are underway (this moratorium is temporary and lasts only until the contract has been executed or negotiations are abandoned); and Conn. Gen. Stat. sec. 1-210(b)(5) permits the University to withhold records in its possession in the event they contains trade secrets (or really any intellectual property). In the event that the University determines that Conn. Gen. Stat. sec. 1-210(b)(5) may apply to a given request for the records in question, the responsibility to substantiate claims that said would reveal trade secrets and meet the exemption requirements to would need to be borne by the owner of said trade secrets, not the University. Further, if the entity seeking access to the documents challenges the
University’s withholding of the document, said owner may be required to prove at the Freedom of Information Commission and/or in a Court of Law, that the release of said trade secrets would be harmful to the owner of the intellectual property or properties in question.

6.18 Conflict of Interest: The Proposer shall disclose and identify to the University, with its proposal, any relationships, which may constitute a potential conflict of interest with the University of Connecticut Purchasing Department, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, who shall determine, in its sole discretion, whether an impermissible conflict exists.

6.19 Ethics and Compliance Reporting/Whistleblower Protection: The University Office of Audit, Compliance, and Ethics is responsible for handling anonymous ethics and compliance reporting. Any person who is aware of unethical practices, fraud, violation of state laws or regulations, or other concerns relating to University policies and procedures can report such matters anonymously using the information provided on their website.

6.20 Corporate Social Responsibility: In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University requires all Vendors to adhere to the "Vendor Code of Conduct" policy.

6.21 Minor Defects: If, during the solicitation and/or evaluation process, the University determines that a particular mandatory requirement may be modified or waived and still allow the University to obtain goods/services that substantially meet the intent of this RFP, the mandatory requirement will be modified or waived for all proposers, and all proposals will be re-evaluated in light of the change.

6.22 Notification of RFP Status: Upon completion of the RFP review process, all Proposers will receive a RFP status notification. This notification covers three outcomes: No Further Consideration, Selected to Short List, or Intent to Award.

6.23 Debriefing: Requests for debriefing by Proposer will be accommodated upon request.

6.24 OSHA Compliance: All items to be furnished shall meet all applicable local, state, and federal requirements of the Occupational Safety and Health Act. If any at any time, items or services covered under this RFP become non-compliant with applicable law, the Proposer or Contractor shall notify the University’s Director of Procurement Services immediately by registered mail.

6.25 Advertising/Licensed Merchandise/Sponsorship Opportunities: The Proposer agrees, unless specifically authorized in writing by the University, that it shall have no right to use the University’s name, seal, mark of any kind including logos and its officials and/or employees in any advertising,
publicity, or promotion including, but not limited to, any expression or implication of endorsement by the University.

6.26 Award: A contract will be awarded to the Proposer(s) whose proposal(s) are deemed to be the most advantageous to the University, in accordance with the criteria set forth within the RFP, taking into account the quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, warranty and financial responsibility. In order to best meet the needs of the University and the financial requirements of the various end users, an exclusive contract will not be issued as a result of this RFP.

6.26.1 The University may:

   6.26.1.1 Reject the proposal of any Proposer who is in default of any prior contract or is guilty of misrepresentation or any Proposer with a member of its firm in default or guilty of misrepresentation;

   6.26.1.2 Correct inaccurate awards resulting from clerical or administrative errors in accordance with and pursuant to the Regulations of Connecticut State Agencies;

   6.26.1.3 Make an award contingent upon the successful Proposer’s execution of the applicable required State of Connecticut certifications and affidavits; or

   6.26.1.4 Award by item, groups of items or total bid; to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.

6.27 Exceptions to RFP Specifications and Terms and/or Contract Terms and Conditions: All exceptions to any content included in this RFP shall be noted in the Respondents response to Appendix B.

7.0 Standard Contract Terms and Conditions

The following terms and conditions will govern in the submission and evaluation of proposals and the award of a contract. Bidders are requested to carefully review the terms and conditions, as they will become part of any subsequent agreement and award.

7.1 Contract Status: The response to this RFP will be considered an offer to contract. Final negotiations on the highest evaluated offer will be conducted to resolve any differences and informalities. After final negotiations, the University in accordance with Section 7.16 will issue an acceptance of the proposal offer.

7.2 Contract Format: The resulting contract will be the product of negotiations and will be the entire agreement between the University and the Proposer, superseding and rescinding all prior agreements relating to the subject matter thereof. All of these documents signed by both parties and approved by the Office of the Attorney General will constitute the final contract. A sample of the agreement template can be found at the end of this RFP under Appendix K. Respondents are requested to include a copy of their contract form for the University’s review.
7.3 **Contract Modification:** All changes to the contract must be agreed to, in writing, by both parties prior to executing any change.

7.4 **Contract Assignment or Subcontract:** The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.

7.5 **Notification of Selected Firm:** It is the University's intention to review proposals, complete contract negotiations and execute an agreement on or before the date outlined in section 1.3. All Bidders will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.

7.6 **Contract Commencement:** The contract will commence upon execution of the aforementioned formal agreement and final approval by the Office of the Attorney General. The Project covered under the contract will be based on the specific University requirements or requests. The University can neither project nor guarantee a specific volume of business over the term of any contract that may result from this RFP.

7.7 **Independent Price Determination:** In the proposals, Bidders must warrant, represent, and certify that the following requirements have been met in connection with this RFP:

7.8.1 The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.

7.8.2 Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Proposer on a prior basis directly or indirectly to any other.

7.8.3 No attempt has been made, or will be made, by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

7.9 **Professional Time and Expense Policy:** The University will not pay the awardee for travel time or any out-of-pocket expenses incurred by the awardee or awarded party between place of residence and place of work. In certain circumstances, the University will provide lodging and a meal allowance as deemed appropriate by the University. In such cases, permission shall be furnished by the University in writing and must be secured prior to the awardee incurring such expense(s). Furthermore, all reimbursements shall comply with policies found at [http://www.travel.uconn.edu](http://www.travel.uconn.edu). The University will not reimburse the awardee for any other miscellaneous out-of-pocket expenses.

7.10 **Sales Tax Exemption:** The University of Connecticut is exempt from Federal Excise taxes and no payment will be made for any taxes levied on the Proposer's employees' wages. The University is exempt from State and Local Sales and Use Taxes on the services and/or equipment supplied pursuant to this Agreement. The lessor pledges to do all things possible to maintain such tax exemption, including promptly assisting the University in completing any related IRS Forms.
including Form 8038G or GC and any associated information including the amortization schedule for each lease.

7.11 **Non-appropriation of Funds:** Notwithstanding any other provision of this RFP or any ensuing contract, if funds anticipated for the continued fulfillment of the contract are at any time not forthcoming or insufficient, either through the failure of the Connecticut Legislature to provide funds or alteration of the program under which funds were provided, then the University shall have the right to terminate the contract without penalty by giving not less than thirty (30) days advance written notice documenting the lack of funding. Unless otherwise agreed to, the contract shall become null and void on the last day of the fiscal year for which appropriations were received; except that if an appropriation to cover the costs of this contract becomes available within sixty (60) days subsequent to termination under this clause, the University agrees to re-establish a contract with the firm whose contract was terminated under the same provisions, terms and conditions of the original contract.

7.12 **Indemnification Requirements**

7.12.1 **Hold Harmless:** The bidder agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense including reasonable attorney's fees which the State of Connecticut may incur or sustain by reason of the failure of the bidder to fully perform and comply with the terms and conditions of any contract resulting from this RFP. Further, the University assumes no liability for any damage to the property, or for personal injuries, illness, disabilities or deaths the Proposer, Proposer’s employees and any other person subject to the Proposer's control, or any other person including members of the general public, caused in whole or in part, by a) Proposer's breach of any term or provision of the awarded contract; or b) any negligent or willful act or omission of the Proposer, its employees or sub-Proposers in the performance of the awarded contract.

7.12.2 The Proposer agrees to indemnify, save harmless and defend the University from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including the cost of defense, settlement and reasonable attorney's fees) which may hereafter incur, become responsible for, or pay out as a result of acts or omissions covered herein.

7.12.3 State of Connecticut agencies (University of Connecticut) may not enter into indemnification or “hold harmless” agreements. In the event of a loss by the Proposer or any third party, recourse may be found through the State of Connecticut Claims Commission, as provided under Chapter 53 of the General Statutes of the State of Connecticut, in which all claims against the State of Connecticut and the University of Connecticut will be filed with the Connecticut Claims Commissioner.

7.13 **Liens:** The successful Proposer shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of goods and services by or to the Proposer.
7.14 **Choice of Law and Venue:** The terms and provisions of this RFP and any ensuing contract shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to its Conflict of Laws principles.

7.15 **Actions of Proposer:** The actions of the successful Proposer with third parties are not binding upon the University. The Proposer is not a division of the University, partner or joint venture of or with the University.

7.16 **Award**

7.16.1 A contract will be awarded to the Bidder or Bidders whose proposals the University deems to be the most advantageous to the University, in accordance with the criteria set forth within the RFP, taking into account the quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

7.16.2 The University may reject the proposal of any Bidder who is in default of any prior contract or is guilty of misrepresentation or any Bidder with a member of its firm in default or guilty of misrepresentation.

7.16.3 The University may, in accordance with and pursuant to the Regulations of Connecticut State Agencies may correct inaccurate awards resulting from clerical or administrative errors.

7.16.4 It is the University’s intent to make a single award as a result of this RFP; however, the University reserves the right to make a multiple awards for these services if it is deemed to be in its own best interest.

7.16.5 The award will be contingent upon the successful Proposer’s acceptance of all of the required terms and conditions in the University’s standard contract and execution of the applicable required State of Connecticut certifications and affidavits. The standard contract and samples of the required forms are attached hereto.

7.16.6 The University will not knowingly do business with any Bidder, Proposer, sub-Proposer or Supplier of materials who discriminates against members of any class protected under Sections 4a-60 or 4a-60a of the Connecticut General Statues.

7.16.7 The University reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.

7.16.8 **ACCEPTANCE OF A BID BY THE UNIVERSITY IS NOT AN ORDER TO SHIP.**

7.16.9 Each bid is received with the understanding that the acceptance in writing by the University of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the University, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the University on
its part to order from such Proposer, except for causes beyond reasonable control; and to pay for, at the agreed prices, all articles specified and delivered.

7.16.10 In the event of a default by the Proposer, the University reserves the right to procure the commodities and/or services from other sources, and hold the Proposer liable for any excess cost occasioned thereby. If, however, public necessity requires use of material or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.

7.16.11 The Proposer guarantees to save the University, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the Proposer is not the patentee, assignee or licensee.

7.16.12 It is understood and agreed that the Proposer shall not be held liable for any failure or delays in the fulfillment of his contract arising from strikes, fires, or acts of God, or any other cause or causes beyond his reasonable control.

7.16.13 In the event there is a need for material bonding, performance bonding and/or insurance, the Respondent will provide the bonding and/or insurance when requested and do this within fifteen (15) days after receipt of our notification of them being identified as the apparent low bidder, otherwise, the University reserves the right to go to the next qualified Respondent who can comply.

7.16.14 Remedies Upon Default: In any case where the Proposer has failed to deliver or has delivered non-conforming goods or services, the University shall provide a "notice to cure". If after notice the Proposer continues to be in default, the University may procure goods or services as substitution from another source and charge the cost difference to the defaulting Proposer.

7.16.15 Collection for Default: The Attorney General shall be requested to make collection from any defaulting Proposer pursuant to the preceding paragraph.

7.16.16 In addition, the award will be contingent upon the successful negotiation of the specific terms and conditions to be included in any resulting Agreement(s). The University will be the sole judge of the suitability of the proposed Agreement(s).

7.17 Payments under a Contract Award:

7.17.1 Under no circumstances shall the successful Proposer begin to perform under the contract prior to the effective date of the contract. All payments shall adhere to the payment terms negotiated in the contract award.

7.17.2 Cash discounts may be offered by bidder for prompt payment of invoices. Such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date
delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.

7.17.3 **Payment Terms:** Payment terms shall be net 45 days unless otherwise noted in the bidder’s proposal and appropriately noted on the Form of Proposal. Terms other than those indicated above will be subject to University approval.

7.18 **Evaluation of Performance:** During or after the term of any contract or other agreement that results from this RFP process, the University may conduct evaluations of the successful Proposer’s performance including, but not limited to equipment, staffing, supplies and services. The successful Proposer may be requested to provide a quality performance metrics and shall cooperate with the University in any such evaluations and work with the University to correct any deficiencies noted.

7.19 **Business Relationship Affidavit**

a. The proposing Proposer must certify that no elected or appointed official or employee of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this RFP, if it is determined that gratuities of any kind were either offered to, or received by, any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true. *(See also Attachment of Governor Rell’s Memo to Proposers Conducting Business with the State of Connecticut).*

b. The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with intent to influence that employee’s acts, opinion, judgment or exercise of discretion with respect to that employee’s duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney. See code of Ethics in Connecticut General Statutes Section 1-79 through Section 1-90. **Proposer agrees by submitting a proposal and signing any resultant contract to abide by all Connecticut and Federal ethics laws, current and future.**

7.20 **Conflict of Interest:** The Applicant shall disclose and identify to the University, with its proposal, any relationships, which may constitute a potential conflict of interest with University Purchasing Department, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, who shall determine, in its sole discretion, whether an impermissible conflict exists.

7.21 **Equal Employment Opportunity Requirements**

b. The Proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law. The Proposer shall take affirmative action to ensure applicants are employed and the employees are treated during employment without regard to their race, creed, color, national origin, sex, age, sexual orientation, physical or mental disability or any other group covered by law, except where it relates to a bona fide occupational qualification.

7.22 Federal, State and Local Taxes, Licenses and Permits: The successful Proposer will comply with all laws and regulations on taxes, licenses and permits.

7.23 Waiver of Rights: No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of University’s rights under any resulting contract.

7.24 Prior Course of Dealings: The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.

7.25 Warranty: The proposer warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications and that such goods or services supplied shall not void or impair any OEM warranty or any other warranty possessed by University. If the proposer knows of the purchaser’s intended use, the proposer warrants that the goods or services are suitable for the intended use.

7.26 Proposer Personnel, Forms and U.S. Export Control Regulations:

7.26.1 The awarded Proposer(s) will be responsible for fulfilling staffing requests with their own resources, including W-2 employees and/or 1099 employees.

7.26.2 Proposers are required to obtain and keep the current employment verification Form I-9 issued by the U.S. Department of Justice Immigration and Naturalization Service supporting each professional’s authorization for employment in the United States (http://www.uscis.gov/i-9).

7.26.3 Each Proposer shall be responsible for compliance with all relevant U.S. Export Control regulations, especially those regulations that restrict or prohibit access to certain technical information by citizens of certain non-U.S. Territories. The University reserves the right to audit documentation related to the above requirements.

7.27 Information Provided by the University: The University of Connecticut has, in this Request for Proposal and otherwise, provided proposers with information relating to the University, its current operations and initiative described herein. The University assumes no responsibility or liability for the adequacy or accuracy of any information provided by the University, its agents, employees or representatives. The proposer agrees to waive any claim or defense to any claim relating to the adequacy or sufficiency of any information provided prior to the execution of the
anticipated contract. Subject to these limitations, this Request for Proposal contains information describing University communities, operations and planned programs.

7.28 Responsibilities of the Proposer:

7.28.1 Observing Laws and Regulations: The Proposer shall keep fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of supplier’s employees, and he shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.

7.28.2 Representations: Each firm, by submitting a proposal, represents that it:
   a. Has read and completely understands the proposal documents; and
   b. Is totally familiar with the conditions under which the work is to be performed including but not limited to availability and cost of labor and materials.

7.28.3 Purchase Orders: Purchase Orders and payments will only be issued to the Proposer. It is the Proposer’s responsibility to issue Purchase Orders, schedule services and pay all sub-Proposers and partners directly.

7.29 Repairs to Property Damage: Existing facilities damaged during installation and/or service by the Proposer, the Proposer agents or employees, shall be repaired and left in as good condition as found. All repairs shall be accomplished at no cost to the University.

7.30 Access Management Plan: The University has recently developed an Access Management Plan for the Storrs campus. The plan will help create a safer pedestrian campus, protecting both the landscape and hardscape by giving service and delivery vehicles safer, more appropriate access to campus buildings. Additional details related to the University’s Access Management Plan can be found at http://park.uconn.edu/access-management-plan-storrs-campus/. Awarded parties will be required to adhere to the requirements of the Access Management plan; therefore bidders shall make themselves familiar with its requirements and agree to adhere to the same.

7.31 Insurance Requirements:

7.31.1 Insurance: The proposer shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. The University of Connecticut shall be included as a named insured on all such policies. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the proposer’s operations hereunder, and shall be effective throughout the period of this contract or any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein.

(a) Commercial General Liability
   1. Each Occurrence $1,000,000
   2. Personal and Advertising Injury $1,000,000
   3. General Aggregate $2,000,000
4. Fire Legal Liability $100,000
The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this award.
(b) Business Automobile Liability: Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than $1,000,000 per occurrence.
(c) Workers’ Compensation and Employer’s Liability: As required under state law.
(d) Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the University and awarded Proposer against other insurable hazards relating to performance.

7.31.2 All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder’s rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut. All such policies shall be issued in the name of the awarded Proposer, and shall name, as Additional Insured, The State of Connecticut, University of Connecticut. Policies shall waive the right of recovery against the University and shall be primary.

7.31.3 As to insurance required by this agreement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the University within fifteen (15) days after the tentative award of this agreement. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate in lieu thereof. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice hereof to the University's representative and that the insurance reflected thereon meets the minimum requirements of the proposal. A renewal policy or certificate shall be delivered to the University at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the University as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the University, the Proposer shall promptly obtain a new and satisfactory policy in replacement upon such written notice from the University.

7.32 License: Any Agreement resulting from this RFP will not grant the Proposer a license or other right to duplicate or use any image or intellectual property of the University in any manner other than as may be expressly approved in writing in connection with the performance of the contract.

7.33 OSHA Compliance: All items to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Act. All alleged violations and deviations from said state and federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the proposed requirements and criteria in the proposal response. Or, if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the proposer is awarded the contract hereunder, the proposer must notify the University’s Director of Procurement Services immediately by registered mail.
7.34 **Advertising/Sponsorship Opportunities:** In submitting a proposal, the Proposer agrees, unless specifically authorized in writing by the University on a case by case basis, that it shall have no right to use, and shall not use, the name of the University of Connecticut, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of agency’s services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University. 

**Should the Proposer be interested in pursuing a formalized sponsorship agreement with the University through its Division of Athletics, which may include advertising benefits and use of University marks, please contact the procurement official identified in section 4.2.1 for details on how to pursue such a relationship.**

7.35 **Licensed Merchandise:** Pre-authorization must be received from the University for the use of University's names, marks, and logos.

7.36 **Intellectual Property:**

7.36.1 The Proposer shall pay all royalties, license fees, and patent to invention rights, or copyrights or trade and service marks and defend all suits or claims for the infringement of any patent or invention right or copyrights or trade and service marks involved in the items furnished in any contract resulting from this RFP.

7.36.2 The Proposer will hold and save the University and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance furnished in the performance of any contract resulting from this RFP including its use by the owner, unless otherwise specifically stipulated.

7.36.3 Copyrights for any item specified shall be the property of the University and inure to its benefit and Proposer shall execute such documents, as University may require, for the perfection thereof.

7.36.4 The University shall retain all rights, title and interest in all its usage, user and biographical data and Proposer shall only use such data to the extent necessary for complying with its obligations to the University unless it otherwise receives express written approval from the University’s designee for any other use.

7.37 **Confidential Information:**

7.37.1 The University treats Proposals as confidential until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a Respondent wishes to supply any information, which it believes is exempt from disclosure under the Act, said Respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the Respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's
disclosure at any time of any information provided by the Respondent in connection with its proposal.

7.37.2 The proposer and its employees will not disclose information acquired in connection with the performance of services under this agreement which is proprietary or confidential in nature to the University without written permission from the University. This confidentiality will continue to be in effect even after the contract has been completed or terminated for any reason. Some projects may require additional confidentiality documentation or agreements, which will vary according to the University’s needs, legal requirements and scope of work.

7.38 Responsibility of Those Performing the Work:

7.38.1 The Proposer shall be responsible for the acts and omissions of all the Proposer’s employees, as well as all other persons involved in performing any tasks associated with the provision of the goods and/or services outlined in this RFP by the Proposer.

7.38.2 The Proposer shall at all times enforce strict discipline and good order among the Proposer’s employees and shall not employ any unfit person or anyone not skilled in the task assigned.

7.38.3 The contract awardee, when so determined by the University, shall dismiss incompetent or incorrigible employees from the project, and such persons shall be prohibited from returning to the project without written consent of the University.

7.39 Freedom of Information: While the University may be willing to agree not to disclose the information proactively, the University is subject to the Connecticut Freedom of Information Act, found in Chapter 14 of the Connecticut General Statutes, which may require disclosure, should the document be requested with limited exceptions. Two such exceptions that might apply are as follows: (1) Conn. Gen. Stat. sec. 1-210(b)(24) permits the University to withhold records related to the procurement process while bidding and contract negotiations are underway (this moratorium is temporary and lasts only until the contract has been executed or negotiations are abandoned); and Conn. Gen. Stat. sec. 1-210(b)(5) permits the University to withhold records in its possession in the event they contain trade secrets (or really any intellectual property). In the event that the University determines that Conn. Gen. Stat. sec. 1-210(b)(5) may apply to a given request for the records in question, the responsibility to substantiate claims that said would reveal trade secrets and meet the exemption requirements to would need to be borne by the owner of said trade secrets, not the University. Further, if the entity seeking access to the documents challenges the University’s withholding of the document, said owner may be required to prove at the Freedom of Information Commission and/or in a Court of Law, that the release of said trade secrets would be harmful to the owner of the intellectual property or properties in question.

7.40 Mandatory Affidavits: The Office of Policy and Management has created new ethics forms effective August 1, 2007 to assist executive branch agencies in complying with the State of Connecticut's current contracting requirements, pursuant to the Connecticut General Statutes and Executive Orders of Governor M. Jodi Rell. The University will require the applicable mandatory affidavits to be completed by the Proposer at the time of bid response and contract award. The required affidavits are enclosed as part of this document. Detailed information
regarding the requirement of such affidavits can also be found on the Office of Policy and Management website:

7.41 **Joint Ventures:** Bids submitted by bidders under 'joint venture' arrangements or other multi-party agreements must include a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from the bid.

7.42 **Executive Orders of the Governor:** Any Contract awarded pursuant to this solicitation is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Proposer’s request, the Client Agency shall provide a copy of these orders to the Proposer. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

7.43 The University of Connecticut is an equal opportunity employer.

7.44 **Ethics and Compliance Reporting/Whistleblower Protection:** In accordance with the University’s compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University’s compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any sub-Proposers, who are involved in the implementation of this contract, of this reporting mechanism.

7.45 **State Elections Enforcement Commission (SEEC) Requirements:** For all State contracts as defined in Public Act 10-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this submission expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising state Proposers of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the SEEC notice found in UConn Sample Purchasing Agreement attached to this bid solicitation.

7.46 **Nondiscrimination Warranties:** An executed Nondiscrimination Certification must also be provided by the Proposer at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Proposer has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This
Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification forms can be found with the affidavits in this document or at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Proposer" and "Proposer" include any successors or assigns of the Proposer or Proposer; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small Proposer or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, on or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each Proposer is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Proposer agrees and warrants that in the performance of the Contract such Proposer will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Proposer that such disability prevents
performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Proposer further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Proposer that such disability prevents performance of the work involved; (2) the Proposer agrees, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Proposer agrees to provide each labor union or representative of workers with which the Proposer has a collective bargaining Agreement or other contract or understanding and each Proposer with which the Proposer has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Proposer's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Proposer agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Proposer agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Proposer as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Proposer agrees and warrants that he will make good faith efforts to employ minority business enterprises as sub-Proposers and suppliers of materials on such public works projects.

(c) Determination of the Proposer's good faith efforts shall include, but shall not be limited to, the following factors: The Proposer's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Proposer shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Proposer shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a sub-Proposer, Proposer or manufacturer unless exempted by regulations or orders of the Commission. The Proposer shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Proposer becomes involved in, or is threatened with, litigation with a sub-Proposer or Proposer as a result of such direction by the Commission, the Proposer may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
(f) The Proposer agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Proposer agrees and warrants that in the performance of the Contract such Proposer will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Proposer agrees to provide each labor union or representative of workers with which such Proposer has a collective bargaining Agreement or other contract or understanding and each Proposer with which such Proposer has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers’ representative of the Proposer’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Proposer agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Proposer agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Proposer which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Proposer shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a sub-Proposer, Proposer or manufacturer unless exempted by regulations or orders of the Commission. The Proposer shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Proposer becomes involved in, or is threatened with, litigation with a sub-Proposer or Proposer as a result of such direction by the Commission, the Proposer may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

7.47 On-Site Accommodations: In support of this bid opportunity and to assist with any business related accommodation needs, the University recommends that all overnight visitors stay on campus at the Nathan Hale Inn. Parking is available at the Inn during your stay and includes complementary access to the campus shuttle. The Nathan Hale Inn can offer preferred rates to long term and project stays. Please contact the sales office directly at the Inn (860-427-7888) or you can view their website at www.nathanhaleinn.com.

7.48 Termination for Cause: The University may terminate any resulting Contract for cause by providing a written Notice to Cure to the Proposer citing the instances of noncompliance with the contract. The Proposer will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

a. If the Proposer and the University reach an agreed upon solution, the Proposer will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
b. If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Proposer, the University reserves the right to terminate the Contract at that time by written notice of such termination.

c. If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the Contract at that time by written notice of such termination.

d. The University will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.

e. Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Proposer.

7.49 Termination for Convenience:

a. The University may terminate any resulting Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.

b. If the Contract is terminated by the University pursuant to this section, the University will provide the Proposer sixty (60) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Proposer by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

7.50 Corporate Social Responsibility: In consideration of the University’s commitment to fundamental human rights, to the dignity of all people, and to the environment, the University has developed the Code of Conduct for University of Connecticut Proposers (the “Proposer Code of Conduct”). Proposer hereby acknowledges receipt of the Proposer Code of Conduct for which a copy can be found at [http://csr.uconn.edu/](http://csr.uconn.edu/).
8.0 Form of Proposal

Date: June 28, 2017

TO: University of Connecticut
    Procurement Services
    3 Discovery Drive, Unit 6076
    Storrs, CT, 06269-6076

1. The undersigned proposer, in response to our Request for On-Call Consulting and Advisory Services, having examined the proposal documents and being familiar with the conditions surrounding the proposed products and services, hereby proposes to provide such products and services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.

2. Proposer acknowledges receipt of the following addenda which are a part of the RFP documents: _____, _____, _____, _____, _____, _____.

3. Proposer understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.

4. Proposer agrees that this offer shall be good and may not be withdrawn for a period of 180 days after the public bid opening.

5. Proposer hereby certifies: (a) that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; (c) that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.

6. Proposer agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.

7. Is proposer currently a State of Connecticut Small Business Enterprise and certified with DAS?

   Yes (  ) If yes, a Copy of the Certificate must be attached to your proposal
   No (  )
8. Sales Representative (Please attach Resume):

Name: ________________________________

Telephone: ______________________________

Email: ________________________________

Years of Experience: ________________________________

9. Proposer is seeking an award in the following categories (check all that apply):

☐ Category 1: Institutional Strategic Initiatives
☐ Category 2: Organizational, Operational, and Financial Optimization
☐ Category 3: Research Administration, Development, and Compliance
☐ Category 4: Academic Services
☐ Category 5: Student Experience and Campus Culture
☐ Category 6: General Services

Signed this ____________ day of ________________________________, 2017

Firm Name: ________________________________

Address: ________________________________

F.E.I.N. # ________________________________

(Please include a current W9)

Authorized Signature ________________________________

Print Name/Title: ________________________________

E-Mail: ________________________________
9.0 Appendix A – Cost Proposal Response Template
A complete response to Appendix A must accompany Financial Proposal required pursuant to section 5.5.6. Responses to Appendix A must be provided in native file format (.xlsx).

10.0 Appendix B – Point-by-Point Response Matrix
Please refer to the PDF portfolio within which this RFP was published to secure the Microsoft Excel Response template for this mandatory submittal. Responses to Appendix B must be submitted in Excel format.

11.0 Appendix C – Company Profile
Please refer to the PDF portfolio within which this RFP was published to secure the Microsoft Excel Response template for this mandatory submittal. Responses to Appendix C must be submitted in Excel format.

12.0 Appendix D – Non-Collusion Affidavit
Please refer to the PDF portfolio within which this RFP was published to secure this mandatory submittal.
13.0 Appendix E – References

**Instructions:** Please complete the following sections for each of the Proposer’s three (3) references. These references should be of comparable size and scope to the University’s requirements as set forth in the RFP document.

### Reference - #1

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<td>Contract Dates:</td>
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<tr>
<td>Contract Summary: Please describe reference project emphasizing similarities to the University Scope of Work below. The summary may not exceed two (2) pages in length.</td>
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### Reference - #2

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<tr>
<td>Phone/Cell:</td>
</tr>
<tr>
<td>Contract Dates:</td>
</tr>
<tr>
<td>Contract Summary: Please describe reference project emphasizing similarities to the University Scope of Work below. The summary may not exceed two (2) pages in length.</td>
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### Reference - #3

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<td>Phone/Cell:</td>
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</table>

**Contract Dates:**

- **Start Date:**
- **End Date:**

**Contract Summary:** Please describe reference project emphasizing similarities to the University Scope of Work below. The summary may not exceed two (2) pages in length.
14.0 Appendix F – Contract Form
Please refer to the PDF portfolio within which this RFP was published to secure the contract form the University will be using to memorialize the contractual relationship resulting from this RFP. Any exceptions to the terms and conditions of this contract form MUST be included in the Appendix B submittal.

15.0 Appendix G – Gov. Jodi M. Rell Ethics Memo
Please refer to the PDF portfolio within which this RFP was published to review this document.